

CONTRACT PERIOD THROUGH MAY 31, 2004

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COMMERCIAL KITCHEN APPLIANCES AND EQUIPMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **MAY 15, ~~2001~~ 2002.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

JH/jmk
Attach

Copy to: Clerk of the Board
Ed Brenke, MCSO Food Service
Monica Mendoza, Materials Management

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for commercial kitchen appliances and equipment. The resulting contract will allow Maricopa County to purchase items for the new MCSO food factory scheduled for completion in August of 2002. The extended delivery is the reason for a two (2) year firm fixed price contract. Please take into consideration the delivery date and length of the contract when pricing your products. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

	<u>QTY.</u>	<u>UNIT</u>	<u>MFG/DESCRIPTION</u>
1.	80	each	Cabinet, Mobile Enclosed Kelmax ECH4018-1.5RD 69" high, end load, non-insulated, aluminum pan slides on 1 ½ centers, hold (40) 18" x 26" bun pans by the bottom, runners are to be 1.25" x 1.875" wide x .100 thick welded to the upright. Entire cabinet is to be enclosed construction with .090 aluminum skin, base is constructed of .187 or thicker fabricated aluminum with top being double pan construction, 6" x 2" swivel plate poly u casters with zinc fittings in both the wheel support, door to be solid fabricated aluminum sheet reinforced & mounted to the cabinet with 3 each type 304 stainless steel hinges. Door shall have two gravity latches top & bottom, door shall be hinged on the right side.
2.	50	each	Cabinet, Mobile Enclosed Kelmax Equipment Model No: ECH4018-1.5/LD 69" high, end load, non-insulated, aluminum pan slides on 1 ½ centers, hold (40) 18" x 26" bun pans by the bottom, runners are to be 1.25" x 1.875" wide x .100 thick welded to the upright. Entire cabinet is to be enclosed construction with .090 aluminum skin, base is constructed of .187 or thicker fabricated aluminum with top being double pan construction, 6" x 2" swivel plate poly u casters with zinc fittings in both the wheel support, door to be solid fabricated aluminum sheet reinforced & mounted to the cabinet with 3 each type 304 stainless steel hinges. Door shall have two gravity latches top & bottom, door shall be hinged on the left side.
3.	50	each	Food Box Rack, Mobile Bulk Storage Kelmax Equipment Model No: APBH-5/ED/63/MOD 63" height, open sides, with slides for (5) poly boxes, slides on 10" centers, all welded heavy-duty aluminum construction, end loading, 5" x 2" swivel plate casters, mounted on heavy-duty wheel channel.
4.	20	each	Food Box Rack, Mobile Bulk Storage Kelmax Equipment Model No: APBH-6/ED/73/MOD 73" height, open sides, with slides for (6) poly boxes, slides on 10" centers, all welded heavy-duty aluminum construction, end loading, 5" x 2" swivel plate casters, mounted on heavy-duty wheel channel.
5.	10	each	Sheet Pan Storage Cart, Under counter Kelmax Equipment Model No: APSD-1826-ED single tier, holds 18" x 26" trays, 1 ¼" square tubing aluminum construction, 5" poly u swivel plate casters, 900 lb. capacity.

2.0 TECHNICAL SPECIFICATIONS (Continued)

<u>QTY.</u>	<u>UNIT</u>	<u>MFG/DESCRIPTION</u>
6.	25	each
Bakery Cooling Rack – Intermetro Industries, a 10 tier mobile unit consisting of 1-D2472NP dolly, 4 each C5PB casters, 4 each 74P staked post, 10 each 2472NC shelves, 5 each EP57 enclosed panels and 1 each ED37 enclosed panel. Units to be delivered fully assembled and enclosure panels to be welded to shelves at all intersection points. Weld areas to be spray painted to cover weld marks. Shelves to be evenly spaced.		
OR		
Bread Rack/Wire Kelmax Equipment Model: K2472HDD consisting of 1 each #D572HDC dolly frame, 10 each #2472 24” x 72” wire shelf, 4 each PZ74 74” posts, 6 each #EP371c 18” x 69” enclosure panel, 4 each #EP5p plate caster 5” swivel poly u, 1 each #WAB2472 wrap around bumper 24” x 72”. (Assembled + Welded)		
7.	90	each
Tray Drying Rack – Intermetro Industries, a 5 tier mobile unit consisting of: 1 each D3072NP dolly, 4 each C5B casters, 4 each 74P staked posts, 5 each 3072NC shelves, 6 each EP37 enclosure panel and 4 each 72” channel frame bars. Units to be delivered fully assembled and enclosure panels to be welded to shelves at all intersection points. Weld areas to be spray painted to cover weld marks. Shelves to be evenly spaced.		
OR		
Tray Drying Rack/Wire Kelmax Equipment Model: K30x72HDD consisting of: 1 each D672HDC 30” x 72” dolly, 5 each #3072 30” x 72” wire shelf, 4 each #PA74 74” posts, 4 each 72” channel frame bars , 6 each #EP371c 18” x 69” enclosure panel, 4 each #EP5P plate caster 5” swivel poly U. 1 each #FR72Z 72” tubular frame, 1 each #WAB3072 wrap around bumper 30”x 72”.(Assembled + Welded)		
8.	18	each
Heavy Duty Security Carts Kelmax Equipment Model # MSC2472/2D/MOD four shelf (two intermediate), 24”D x 72”L x 73”H, back, sides and front expanded metal mesh, 6” x 2” casters, two fixed and two swivel w/brakes. Pusher handle on swivel side, bumpers top and bottom, all painted steel, doors to have padlock hasp.		
9.	5	each
Stainless Steel Work Tables 60” Randell Model 11260M 60 X 29 X 36 open base utility stand. 11ga galvanized sub-top below 14ga stainless steel top and upgraded channel bracing, 14ga stainless steel shelves, 90 degree turndown in lieu of backsplash, 14ga stainless steel ends, 6” casters front locking and welded in place.		
10.	5	each
Stainless Steel Work Tables 72” Randell Model 11272M 72 X 29 X 36 open base utility stand. 11ga galvanized sub-topbelow 14ga stainless steel top and upgraded channel bracing, 14ga stainless steel shelves, 90 degree turndown in lieu of backsplash, 14ga stainless steel ends, 6” casters front locking and welded in place.		

2.0 TECHNICAL SPECIFICATIONS (Continued)

	<u>QTY.</u>	<u>UNIT</u>	<u>MFG/DESCRIPTION</u>
11.	5	each	Stainless Steel Work Tables 90" Randell Model 11290M 90 X 29 X 36 open base utility stand. 11ga galvanized sub-top below 14ga stainless steel top and upgraded channel bracing, 14ga stainless steel shelves, 90 degree turndown in lieu of backsplash, 14ga stainless steel ends, 6" casters front locking and welded in place.
12.	24	each	Inmate Breakroom Tables (Folding Type) Krueger International Model #UF10
13.	12	each	Stainless Steel Pull Cup Dispensers Dispense-Rite Model ADJ-NW-21
14	2	each	Heavy Duty Gas Griddle, Vulcan Model # 960A or Jade Model # JMPH-60G with prison package, stand and casters
15.	1	each	Buffalo Food Chopper Berkel Model 1850
16.	6	each	1000 watt Commercial Microwave, Amana Model RCS10D
17.	4	each	Automatic Meat Slicer 1/4hp Univex Model 8512000
18.	100	each	Aluminum Lug Dollies Kelmax Equipment Model No: ALR-1 16"W x 25"D x 34"H, hold 1 lug, all welded aluminum construction, 5" swivel stem casters. NSF

2.1 OPTIONAL / ADDITIONAL EQUIPMENT

19.	90	each	Rack, Drying and Transport Kelmax Equipment Model No: ATR-F7228- 3/4ED 72" x 30" five tier, to hold three inch thick tray (two trays end to end per slot). 4 each rear welded aluminum straps. All aluminum construction, 4 each TPR heavy-duty caster 6" mounted on Heavy-duty wheel channel.
20.	20	each	Custom Stainless Steel Utility Cart/Two Tier Kelmax Equipment Model No: SUC2845/2MAX/MOD, 2 tier, heavy duty stainless steel tubing, 2500# rolling weight capacity, open design, shelves three sides up, one down (both tiers), shelf size 28" x 45 1/2" all stainless steel 14 gauge, O.A. length 53", bottom shelf 10" from floor, top shelf 38 1/2" from floor, O.A. height with crowned handle 48". Reinforced shelf corners, on rear side lip up-tubular brace 10" above bottom deck, 8" x 2" heavy duty TPR plate casters (2 swivel/2 rigid).

**ALL ITEMS IN SECTION 2 SHALL BE FULLY ASSEMBLED AND
READY FOR USE.**

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 **INDEMNIFICATION AND INSURANCE:**

3.3.1 Indemnification.

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Vendor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Vendor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Vendor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Vendor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Vendor's work or service.

- 3.3.2.1 Commercial General Liability. Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Vendor's operations and products and completed operations.

If the Vendor subcontracts any part of the work, services or operations awarded to the Vendor, Vendor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Vendor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Vendor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Vendor's Commercial General Liability insurance.

- 3.3.2.2 Automobile Liability. Vendor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Vendor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.2.3 Workers' Compensation. The Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Vendor will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Vendor.

3.3.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Vendor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 **TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.5 **DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within sixty (60) days of receipt of Purchase Order, to any delivery location within Maricopa County. Bidder(s) shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

3.6 **EXPEDITED DELIVERY:**

In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

3.7 **SHIPPING:**

Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.8 **STOCK:**

The successful Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

3.9 **SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.10 **INSTALLATION:**

The successful Contractor's price shall include delivery and setup in complete operating condition.

3.11 **WARRANTY:**

The minimum warranty period shall be twelve (12) months' parts and labor. Warranty replacement will be done at no additional charge of any nature to Maricopa County. The effective date on all warranties shall commence upon date of acceptance.

3.12 **TESTING:**

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

3.13 **BRAND NAME:**

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

3.14 **SAMPLES:**

Bidders may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within sixty (60) working days from date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

3.15 **PRODUCT DISCONTINUANCE:**

In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- 3.15.1 Documentation from the manufacturer that the product or model has been discontinued.
- 3.15.2 Documentation that names the replacement product or model.
- 3.15.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.
- 3.15.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.15.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.16 **ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00.** No other request is valid.

3.17 **FACTORY AUTHORIZED SERVICE AVAILABILITY:**

The successful Contractor shall have and maintain an authorized service station. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

3.18 **COMPLIANCE WITH SPECIFICATIONS:**

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive deviation may be grounds for rejection of the entire bid.

3.19 **ADDITIONAL PRICING:**

Bidders are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. One 1) set of catalogs/pricing documents shall accompany any additional pricing offered.

3.20 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.21 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card **or other procurement card that may be used by the County from time to time**, to place and make payment for orders under this Contract. Bidders without this capability **may** be considered non-responsive and not eligible for award consideration.

3.22 **PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and

take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.23 BIDDER REVIEW OF DOCUMENTS:

Bidder shall review their bid submission to assure the following documents are properly completed.

- 3.23.1 One (1) original of all submissions is MANDATORY
- 3.23.2 Pricing pages, MANDATORY
- 3.23.3 Copies of Catalogs/Pricing Documents (if required)
- 3.23.4 Vendor Information, MANDATORY
- 3.23.5 Agreement page, MANDATORY

3.24 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Consultant: JIM HIGGINS
Department Of Materials Management
Telephone: (602) 506-3314

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:**4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Solicitation will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

4.9 **OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 **ASSIGNMENT OR SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.12 **AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

4.13 **CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 **CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 **RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 **ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 **AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future

claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 **P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 **SEVERABILITY:**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.20 **CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 **GUARANTEE:**

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 **DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 **PRICE REDUCTIONS:**

By submitting a Bid in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 4.23.1 Cancel the Contract, if it is currently in effect.
- 4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.
- 4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 **SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

CENTRAL RESTAURANT PRODUCTS, 1010 N. CENTRAL AVENUE, INDIANAPOLIS, IN 46202

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
_____% REBATE

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

C732005 / B0604242

6.0 PRICING:

PRICING:

ITEM DESCRIPTION	Quantity	UNIT PRICE	EXT. PRICE
1. Mobil Enclosed Cabinet	80	\$630.00	\$50,400.00
2. Mobil Enclosed Cabinet	50	\$630.00	\$31,500.00

ALL DELIVERIES ARE STANDARD TRUCK DELIVERY.

Terms: NET 30

Federal Tax ID Number: 35-1521891

Telephone Number: 800-222-5107

Fax Number: 800-882-0086

Contact Person: SCOTT EBBERT

Vendor Number: 351521891 A

E-mail Address: scotte@centralrestaurant.com

Company Website: www.centralrestaurant.com

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2004.**

KAMRAN AND COMPANY INC, 411 E. MONTECITO STREET, SANTA BARBARA, CA 93101

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: X YES NO
 ONE % REBATE

INTERNET ORDERING CAPABILITY: X YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

C732005 / B0604242

6.0 PRICING:

PRICING:

ITEM DESCRIPTION	Quantity	UNIT PRICE	EXT. PRICE
9. Stainless Steel Work Table 60"	5	\$1543.25	\$7716.25
10. Stainless Steel Security Cart 72"	5	\$1759.17	\$8795.85
11. Stainless Steel Security Cart 90"	5	\$2192.65	10,963.25
15. Buffalo Food Chopper	1	\$5,800.00	\$5,800.00
17. Automatic Meat Slicer	4	\$2245.00	\$8980.00

Terms: 1% 10 DAYS, NET 30

Federal Tax ID Number: 77-0301570

Telephone Number: 805-963-3016

Fax Number: 805-962-5915

Contact Person: CHERYL FICHERA

Vendor Number: 770301570

E-mail Address: cheryl@kamranco.com

Company Website: www.chefsbazaar.com

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2004.**

PHILLIPS FOODSERVICE EQUIPMENT COMPANY, 1502 N. 17TH AVENUE, PHOENIX, AZ 85007

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
_____ % REBATE

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

C732005 / B0604242

6.0 PRICING:

PRICING:

ITEM DESCRIPTION	Quantity	UNIT PRICE	EXT. PRICE
6. Bakery Cooling Rack	25	\$842.61	\$21,065.25
7. Tray Drying Rack	90	\$785.63	\$70,706.70
8. Heavy Duty Security Cart	18	\$502.83	\$9,050.94
14. Heavy Duty Glass Griddle	2	\$3,746.11	\$7,492.22
16. 1000 Watt Commercial Microwave	6	\$208.45	\$1,250.70

Terms: 1% 10 DAYS, NET 30

Federal Tax ID Number: 86-0148630

Telephone Number: 602-252-4000

Fax Number: 602-252-4646

Contact Person: ADRIAN PHILLIPS, JR

Vendor Number: 860148630

E-mail Address: phillipsfse@att.net

Company Website: www.phillipsfse.com

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2004.**

STANDARD RESTAURANT EQUIPMENT CO, 2922 E. MCDOWELL ROAD, PHOENIX, AZ 85008

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
_____ % REBATE

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

C732005 / B0604242

6.0 PRICING:

PRICING:

ITEM DESCRIPTION	Quantity	UNIT PRICE	EXT. PRICE
3. Mobil Food Box Rack 69"	50	\$252.00	\$12,600.00
4. Mobil Food Box Rack 73"	20	\$252.00	\$5,040.00
5. Sheet Pan Storage Cart	10	\$127.00	\$1,270.00
12. Inmate Breakroom Table	24	\$809.00	\$19,416.00
13. Stainless Steel Pull Cup Dispenser	12	\$26.00	\$312.00
18. Aluminum Lug Dollies	100	\$48.00	\$4,800.00
19. Stainless Steel Utility Cart	20	\$815.00	\$16,300.00

Terms: NET 30

Federal Tax ID Number: 87-0352624

Telephone Number: 602-275-8550

Fax Number: 602-275-2552

Contact Person: VIVIAN DECARLO

Vendor Number: 870352624 B

E-mail Address : viviandecarlo@hotmail.com

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2004.**